



**Shelby County  
Tennessee**

*Exhibit "A"*

A C Wharton, Jr., Mayor

**Request for Proposal  
Shelby County Government  
Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: February 26, 2008*

*Due: March 20, 2008 no later than 3:00 P.M. (Central Standard Time)*

**RFP #08-002-52  
COMPUTER CONSULTANT SERVICES**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified providers to provide pricing for Computer Consulting Services to Shelby County Juvenile Court Clerks Office. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 3:00 p.m. on March 20, 2008.** Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103**

The package containing the original copy (clearly identified as original) and eight (8) copies of your proposal must be sealed and marked with the Proposers name and "CONFIDENTIAL, "COMPUTER CONSULTANT SERVICES" RFP #08-002-52" noted on the outside.

Sincerely,

Nelson Fowler, Manager A  
Purchasing Department Shelby County Government

cc: Joy Touliatos, Juvenile Court Clerks Office

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Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

## **I. INTRODUCTION**

The Juvenile Court Clerk's Office is requesting proposals for computer consultant services in the most cost-effective manner possible. Services should include project management, application systems development, information systems planning, computer hardware and software evaluation and acquisition, system conversions or migrations training and technical support.

## **II. MINIMUM PROPOSER REQUIREMENT**

All Proposers must:

Personnel to be provided must meet minimal qualifications.

1. Experience in computer system design and programming including applications in budgeting and accounting.
2. Specific experience with IBM AS/400, NOVELL Networks (4.11, 5.1, and 6.5), Microsoft Server 2003, SQL Server 2003, Exchange Server 2003, Windows 2000, Windows XP and Windows Vista.
3. Specific experience with COBOL and CICS programming with batch and on-line systems for NOVELL networks. Experience with Microsoft Visual Basic, Microsoft Visual Studio.Net, Microsoft Access2003, Microsoft Office 2003, Microsoft SQL 2003, On Base Database and Document Management, Crystal Reports and Novell Client.
4. Specific experience with Multicam Security Systems for monitoring and securing video streams for the Clerk's Office. Work in cooperation with the Juvenile Court's existing Multicam system for complete building security. Monitor and archive Courtroom recordings for documentation of Court Cases and Orders. Allow for reproducing specific cases for review.
5. Specific experience preferred with City/County data processing Application including, but not limited to, Juvenile Court Clerk, JCS 32, JCS/SQL, JMS, Accurint, MLGW, and various satellite systems. Coordinate integrated systems with Juvenile Court with shared applications including but not limited to JCS/SQL, court docketing, scanning and document imaging.
6. Specific experience in working with Shelby County's Data Processing Department with Microsoft Exchange, Internet, Cisco VPN, Citrix Clients, and other related systems.
7. Specific experience in working with the Shelby County Trustee's Department with timely banking operations.
8. General knowledge of the Juvenile Court Clerk's policies and procedures and organizational structure or present the methodological approach to overcome any such learning deficiencies.
9. Specific experience with State of Tennessee Child Support systems including TCSES, Accent, and Model Clerk. Interface systems with automated payment verification for clients, troubleshooting with the State of Tennessee and O.I.R., methodological approach to overcome any such learning deficiencies. Analyze and report TCSES data for researching fund location and disbursement.



10. Specific experience with annual budget preparation and submission to ensure department needs are correctly forecasted, while maintaining a minimum expense.
11. Submit an application to the Shelby County Equal Opportunity Compliance Office to obtain an EOC listing. This requirement must be updated as set forth by the Shelby County EOC Office.

***Please Note:*** *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number. The vendor # is obtained through the Purchasing Department and the EOC certification is obtained through the Shelby County EOC Administration. . If you have any questions regarding the vendor # please call the Purchasing Department @ 901-545-4360 or download the Bidder's List Application & the W-9 at [http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/dotContent/Government/CountyServices/AdminandFinance/bidder\\_app.pdf](http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/dotContent/Government/CountyServices/AdminandFinance/bidder_app.pdf) and <http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/dotContent/Government/CountyServices/AdminandFinance/fw9.pdf>*

*If you have any questions regarding the EOC qualification, please call 901-545-4336 or download the document at [http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc\\_contract\\_comply\\_v2.pdf](http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc_contract_comply_v2.pdf)*

***\*\*You may respond to this solicitation if you have at least applied for a vendor # and the certification. Please include a copy of the applications that you submitted with your proposal response.***

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103  
(901) 545-4360

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at the address listed above or by e-mail at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov). Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be March 17, 2008 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

#### **IV. PROPOSAL SUBMISSION & DEADLINE**

All proposals must be received at the address listed above no later than **March 20, 2008 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

#### **V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Tuesday, February 26, 2008
Proposal Due Date	Thursday, March 20, 2008 by 3:00 pm
Notification of Award	April, 2008

The County may reproduce any of the Proposers proposal and supporting documents for internal use or for any other purpose required by law.

#### **VI. PROPOSAL CONDITIONS**

##### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

##### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

##### **c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

##### **d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

##### **e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.



**f. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

**g. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

**LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded

to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not



inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

#### **h. Living Wage**

Shelby County Government Ordinance # 328 "Living Wages" is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

### **VII. GENERAL REQUIREMENTS**

#### **a. Background**

The Juvenile Court Clerk's Computer Center is currently staffed with an Office Systems Technician, under the direction of the Juvenile Court Clerk's Office, to maintain Micro-computer services, and an Office Information System Clerk, assigned through the Court's Child Support Bureau, to act as liaison between the Tennessee Department of Human Services and Child Support for the purposes of monitoring data transfer files between agencies.

The Juvenile Court Clerk's Office is requesting proposals for computer consultant services in the most cost-effective manner possible. Services should include project management, application systems development, information systems planning, computer hardware and software evaluation and acquisition, system conversions or migrations training and technical support.

#### **b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified Contractor selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical. The Contractor must be prepared to begin the Services within 30 days following receipt of the Notice to Proceed.

#### **c. Project Time Frame**

The term of the Contract for the Services shall be a period of July 1, 2008 thru June 30, 2009 with the option to renew for three (3) additional one (1) year periods.

#### **d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

#### **e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section VII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information. The EOC application is available online at the following link:

[http://www.shelbycountyn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc\\_contract\\_comply\\_v2.pdf](http://www.shelbycountyn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc_contract_comply_v2.pdf)

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

#### **f. Additional Information**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

### **VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualifications criteria as deemed by the County and as determined by the selection committee and the County Mayor. Also, Proposers EOC rating will be a consideration in the evaluation and award of this RFP.

### **IX. PURPOSE**

To select the best-qualified firm and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with computer consulting services, as instructed by the County.

## **1.1. PROPOSAL REQUEST IMPLICATIONS**

- 1.2. This request does not in any way commit the County of Shelby and/or the Juvenile Court Clerk's Office to reimburse recipients of the Request for any of the costs involved in the preparation and submission of proposals. Costs for preparation of the proposal may not be charged as an expense of performing the contract.
- 1.3. Furthermore, this request does not obligate the County of Shelby or the Juvenile Court Clerk to accept, or contract for, any services expressed or implied.
- 1.4. The Juvenile Court Clerk reserves the right to:
  - 1.4.1. Modify or otherwise alter any or the entire Request for Proposal or lengthen the proposal deadline period. Modifications will be provided to all potential respondents, and if applicable, all respondents will be given an equal opportunity to modify their proposals in the specific areas that are impacted.
  - 1.4.2. Request any respondent submitting a proposal to clarify its proposal or to supply any additional material deemed necessary to assist in selection of a contractor.
  - 1.4.3. Select the most responsive proposal.
  - 1.4.4. Reject any or all proposals received.
  - 1.4.5. Cancel the Request for Proposals or negotiate with the respondent with the next best proposal if negotiations with the primary respondent are unsuccessful.
- 1.5. The Juvenile Court Clerk shall not be subject to payment for cost incurred as a result of valid and legal termination of this Request for Proposals nor termination of the contract resulting from the award of the Request for Proposals.
- 1.6. The contract resulting from this Request for Proposals is subject to availability of funding.
- 1.7. Respondents shall carefully review this solicitation, without delay, for defects and questionable or objectionable matter.
- 1.8. Respondents are encouraged to conduct an "on-site" visit to review the current operations prior to bid submittal. Contact Joy Touliatos at (901) 405-8664 for on site visits.



## 2.0 SPECIFIC REQUIREMENTS

The respondent must have adequate staff, in the Memphis area to supply one full-time on-site person for the following schedule:

3 days per week @ 7.5 hours, 1120 hours total,

4 days per week @ 7.5 hours, 1522.5 hours total (5 closed holidays),

5 days per week @ 7.5 hours, 1737.5 hours total (11 closed holidays), and have staff available for "on-call" emergency 24 hours, 365 days. Staff must have remote capabilities and experience

### 3.0 SCOPE OF WORK

3.1 Management Consulting – Assist in the organization and control of all aspects of computer systems development, computer operations, technical support, administrative services, design and implementation of policies and procedures, operating practices, and development of controls necessary to monitor resources, projects, performance and cost. Provide technical, management and operative support using Court and Court Clerk staff and State of Tennessee Information System staff. Evaluate the managerial, operational recommendations for corrective/remedial action. Provide technical assistance to in-house technician.

3.2 Micro-Computer Acquisition and Support – Assist in the evaluation of micro- computer needs both for stand alone systems and interface capabilities to mini computer systems. Ability to support multiple operating and development environments for single-user, multi-user and LAN configurations. Operating systems NOVELL 4.11 and 5.1, Windows 98, Windows 2000, Windows XP and Window Vista. Monitor data communication lines for multiple platforms. Support micro-mini-mainframe applications, networking communications and systems conversions.

3.3 Website and Email Support – Coordination of current clerk's website and email systems as provided by Shelby County data processing. Integrate and automate email for sending/receiving documents from the State of Tennessee into current Court Order / Minutes system. Analyze and document internet usage reports for cost and comparative work analysis.

3.4 LAN Support – Maintain NOVELL 4.11 and 5.1 Networks, Microsoft Windows 2003 Network, as well as assist in the integration into the State of Tennessee WAN. Knowledge of TCP/IP, DHCP, IPX/SPX, VPN, and NDS. Document physical location, software and hardware of LAN, along with scheduled preventive maintenance and update verification.

3.5 Languages, Data Bases, Spreadsheets – Experience required in COBOL, REALIA CICS, REALIA VSAM File Management, Visual Basic 6.0, Visual Studio.Net, Microsoft Office 2007 (Word, Excel, Access, PowerPoint), Microsoft Project 2007, Microsoft Visio 2007, Microsoft SQL 2003, Crystal Reports, Microsoft SQL 2003 and Microsoft Exchange Server 2003.

3.6 Planning – Assist in the development of short and long term plans needed to direct and organize the needs of the Clerk. Assist in the definition and identification of the data processing goals and objectives, plan for computer hardware and software resources as well as personnel resources.

- 3.7 Hardware/Software Acquisition – Assist in the evaluation and selection of computer resources such as computer systems, peripheral equipment and software packages. Review and determine the computer requirements in order to develop and prepare a formal request for proposals for distribution to potential vendors. Assist in the evaluation of responses against predetermined evaluation criteria and guide the final acquisition process including installation and implementation. Streamline and standardize software and hardware for efficiency and cost effectiveness.
- 3.8 System Design/Programming – Assist in the usage of a structured methodology for the development and implementation of computerized application systems to include project feasibility, cost/benefit analysis, general and detail systems design, programming, testing and implementation. Integrate and streamline new applications into a structured system to eliminate multi-entry and duplication of data, update existing Juvenile Court Clerk system to modern operating system of Windows Server 2003 or higher. Include current users of Clerk system in design process.
- 3.9 Training – Provide training on various select and custom developed programs as needed.

#### **4.0 RESPONDENT REQUIREMENTS**

- 4.1 The respondent and subcontractors must have current Shelby County business licenses in order to conduct business in the State. Evidence of a valid Shelby County business license for the selected respondent and its subcontractors will be required no later than five (5) working days after identifying which proposal is most advantageous to the Clerk.
- 4.2 The respondent must demonstrate a high level of proficiency and a proven record of services required for this contract.
- 4.3 The Clerk reserves the right to consent to subcontractors used for the contract, should concerns arise regarding respondent or subcontractor performance, the Clerk will notify the respondent and the respondent will resolve the situation to the Clerk's satisfaction, taking initial action within five (5) working days of notification.

#### **5.0 PROJECT AND TERM**

- 5.1 A detailed budget must be included in the proposal and must include all charges for services and personnel. Services or personnel not itemized will be considered to be at no cost to the Clerk.
- 5.2 The total cost must be presented in the proposal as a firm fixed price per year payable in twelve equal monthly remittances. However, with the replacement of old systems and programs, annual costs may be adjusted downward commensurate with the scope of services needed to maintain all systems.
- 5.3 The term of the contract shall be from July 1, 2008 to June 30, 2009 with the option to renew for three (3) additional one (1) year periods based on the continued availability of funding and the written mutual agreement of both parties.
- 5.4 The successful respondent is hereby advised that the Clerk shall not pay interest charges on any overdue or unpaid balance of the contract resulting from this Request for Proposals.



## **6.0 PROPOSAL REQUIREMENTS**

- 6.1 Eight (8) copies of the proposal must be submitted.
- 6.2 The respondent must address all provisions and mandatory services specified in this R.F.P. in order for the proposal to be deemed responsive. Alternate strategies or approaches are also encouraged but should be clearly labeled as such.
- 6.3 The proposal should clearly demonstrate the respondent's methodology for implementation of services.
- 6.4 The proposal should specify company names for services not directly provided by respondent personnel. Resumes, for respondent and for other companies to be utilized with references must be included in the proposal.
- 6.5 Proposals must be signed by an individual authorized to bind the respondent to its provisions. The proposal must remain valid for at least ninety (90) calendar days.
- 6.6 After written proposals are evaluated, respondent may be required to give an oral presentation.

## **7.0 PROPOSAL EVALUATION**

- 7.1 The criteria for proposal evaluation will be: Services/systems specifications to be provided. Previous experience in similar operations. Total cost. Experience/resume of respondent and other companies to be utilized. Quality, clarity, and content of response.
- 7.2 The proposals will be evaluated in detail by an evaluation committee.

## **8.0 MISCELLANEOUS**

- 8.1 This Request for Proposals and the accepted proposal will be included as appendices to the negotiated contract. If a discrepancy or conflict arises, the Request for Proposals shall be the prevailing document.
- 8.2 All designs, specifications, notes and other work developed in response to this Request and in the performance of the resulting contract remain the sole property of the Juvenile Court Clerk's Office and Shelby County Government may be used by the Clerk for any other purposes without additional compensation to the respondent. The respondent agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.
- 8.3 The respondent will retain records for no less than three (3) years after final payment under the contract.



## **X. CONTRACT REQUIREMENTS**

The successful Proposers will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **a. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.  
  
(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
  - (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
  - (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
  - (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.